



February 21, 2012
Committee on General Law
Testimony Regarding Proposed Bill 5345
"An Act Concerning Homemaker Companion Agencies and Consumer Protection"

Dear Members of the Committee:

My name is Kenneth Gurin. I am President of Connecticut Chapter of The Home Care Association of America—HCAOA (formerly known as the National Private Duty Association). The Home Care Association of America is the leading national non-profit trade association of employer based home care agencies. Its mission is to enhance the strength and professionalism of private duty home care providers through education and best practices and is comprised of over 1,000 agencies nationwide.

Besides being President of the HCAOA for the past 3 years, I have been in the Home Care Industry for over 10 years as owner of an employment based agency registered with the Department of Consumer Protection. I, along with my HCAOA CT Chapter colleagues, are all highly committed to protect the elderly clients we proudly service. In 2006, we worked together to pass the statute regulating the Homemaker and Companion Industry. Moreover, in 2011, we advocated for greater protections for the elderly in promoting passage of Chapter 400o of the Connecticut General Statutes further regulating Homemaker-Companion Agencies.

Thank you for the opportunity to submit comment regarding Proposed Bill 5345.

While HCAOA places our client's safety and welfare first and foremost, we do not believe that this Bill adds any real additional protection. All of our member agencies have been conducting thorough background checks of our caregivers as part of our normal hiring practice and do not place a caregiver into the home until this background check has been completed and deemed suitable. To require agencies to inform potential clients the results of the background checks poses two major issues. First, it violates the employee's legal right to Privacy and violates the Connecticut personnel file statute (See CT Gen. Statue § 31 – 128a, ets eq.). Additionally, the non-medical home care model is custodial by definition and dynamic by its very nature. Having to provide this background check information would likely cause undue delay and detriment in the placement of a caregiver in the client's home, who often needs this care on an immediate basis.

As mentioned above, all of our members conduct a thorough and comprehensive background check which has proven to be both effective and highly reliable. The State of CT statute has clearly defined this as well in Chapter 400a (see CT Gen. Stat. § 20-670 (5)), so any further definition on this would appear to be redundant.

With regard to services and level of care to be clearly defined by such agencies and validated by a third party, primary care provider will not in reality, add any real client value. For one, current law requires services provided to be described (CT. Regs. § 20-670-3). Moreover, our custodial home care model's very mission is to provide care to people who cannot help themselves or whose families, often the primary caregivers, need additional help. Since this care is not prescribed by health care professionals, in addition to the standards of care the agency's themselves adhere to, the client or their family can oversee and validate service delivery on their own.

We are in agreement with certain of the provisions of the bill that cover contract billing, terms and practices. The client should pay only for services rendered regardless if the agency provides a higher skilled individual than originally contracted or needed. However, if the Plan of Care changes from the time of the original assessment because a higher level of care is subsequently needed, any additional costs involved would only be charged if this was pre-approved by the client or authorized family representative. Often, this would require that a new Service Agreement being signed.

More and more of our clients are taking advantage of the home care benefit of Long Term Care insurance plans. We would endorse that contracts contain conspicuous, boldface notice from such agencies that it cannot guarantee the extent to which services will be covered under insurance plans. This is especially necessary since there are so many different policies with a huge variation in the specific benefits offered. Our company's agreement specifies that the client is personally responsible for any portion of their bill that their insurance company will not cover. Finally, in absence of a stated period of duration that is clearly informed by such agency, we would endorse that the client has the right to cancel at any time.

We appreciate the Committee's on-going interest to protect our state's growing elderly population, something the HCAOA and its membership put as priority number one.

Thank you for the opportunity to testify today.